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REGULATORY DIVISION

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COMMUNICATIONS
EXECUTIVE SECRETARY

December 15, 1999

Mr. Darrell Whitis
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville TN 37243-0505

RE: Revisions to Application for Certificate of Authority Docket No. 99-00806

Dear Mr. Whitis:


Enclosed please find the information requested in your letter of December 2, 1999.

As we discussed on the phone some of the documents of the Application refer to State Communications, Inc. This was the name under which we had originally applied and received our reseller certification but it is now the holding company for TriVergent Communications, Inc. The name was changed a month or two ago and the financials may indicate the name of State Communications, Inc. as it is not final in all States.

If any additional information is required please do not hesitate to call me at (864) 967-4113.

Thank you for all your help.

With best regards,


Mary Campbell
Tariff Manager

FILE

Management Biographies

FILE

Charles S. Houser

Charles S. Houser has more than fifteen years of telecommunications experience as entrepreneur, investor, and senior manager of telecommunications companies. Mr. Houser serves or has agreed to serve on the boards of directors of companies such as: Seruus Telecom Fund, L.P. (a venture capital fund), Seruus Ventures, LLC (a venture capital firm), Teleco, Inc. (a telecommunications equipment distributor), iBasis (an international wholesale telecom carrier, formerly known as VIP Calling, Inc.), LLC (a facilities-based CLEC), and Summit Financial Corporation (a Greenville, South Carolina-based bank holding company).

Since 1996, Mr. Houser has served as co-founder and Managing Director of Seruus Ventures, LLC, a venture capital firm specializing in telecommunications companies. Since 1997, Mr. Houser has served as co-founder and Managing Director of Seruus Capital Partners, LLC. From 1989 to 1996, Mr. Houser was co-founder, Chairman and Chief Executive Officer of Corporate Telemanagement Group, Inc., a long distance company that merged with LCI International, Inc. in September 1995.

From 1987 to 1989, Mr. Houser was founder and President of The Consilium Group, Inc., a venture capital firm. From 1983 to 1987, Mr. Houser was Chief Executive Officer of Tel/Man, Inc., a long distance company, until merging with SouthernNet, Inc., where he served as Chief Operating Officer.

A past Chairman of the Telecommunications Resellers Association ("TRA") and co-recipient of the Inc. Magazine/Ernst & Young South Carolina Entrepreneur of the Year Award, Mr. Houser earned his Bachelor of Science degree in Business from the University of Southern Mississippi.

Shaler P. Houser

Shaler P. Houser is co-founder of TriVergent and has eight years of telecommunications experience specializing in research, product and corporate development, and finance. From 1996 until founding the Company, Mr. Houser was Senior Vice President and co-founder of Seruus Ventures, LLC, a venture capital firm specializing in telecommunications companies. From 1991 to 1996, Mr. Houser was employed by Corporate Telemanagement Group, Inc. ("CTG") and its successor parent company LCI International Inc., both long distance companies. At CTG, Mr. Houser served in various management capacities including product development, business development, international development and carrier sales.

An author of industry publication articles and speaker to trade shows on the topic of local markets, Mr. Houser received his Bachelor of Arts degree from The Military College of South Carolina (The Citadel).

Russell W. Powell

Russell W. Powell has eight years of telecommunications experience in management sales for three telecommunications companies.

From August 1997 until November 1997, Mr. Powell served as Vice President of Sales for BTI Telecom, Corp., a facilities-based long distance and CLEC services provider. In December 1997, Mr. Powell accepted the position of President of TriVergent.

From 1991 to August 1997, Mr. Powell was employed by Corporate Telemanagement Group (CTG) and LCI International, following its merger with CTG, in various management positions including Sales Manager for its dealer sales division, Director of Sales for its southeast U.S. division, and National Director of Sales. At LCI, Mr. Powell was responsible for dealer sales of a 3 of 10 40-State region representing over \$70,000,000 in annual revenues for LCI.

Mr. Powell earned a Bachelor of Arts degree in Business Administration from The Military College of South Carolina (The Citadel).

Clark H. Mizell

Clark Mizell has 20 years experience in public accounting with emphasis on Information Communications and Entertainment. Mr. Mizell has been involved in the placements of venture capital financing, public offerings and syndications, as well as mergers and acquisitions.

In 1979, Mr. Mizell began a career in public accounting with Price Waterhouse in their Dallas, TX office. During that time, Mr. Mizell served as both staff accountant and senior staff accountant and covered both tax and audit areas.

In 1984, KPMG Peat Marwick recruited Mr. Mizell, where he served as manager. In 1990, Mr. Mizell was promoted to Partner where he served many commercial enterprises as well as managed a number of staff accountants.

In 1993, Mr. Mizell was promoted to Partner-In-Charge of the Southeast Area Information Communications and Entertainment Group. Mr. Mizell's emphasis was serving clients in the telecommunications and software industries such as Dial Page, Corporate Telemanagement Group ("CTG"), CT Communications, Wireless, LLC, Omnicall, Multimedia, Enterprise Computer Systems, Datastream, Scansource, and a number of others. Mr. Mizell worked on a number of transactions for these clients including:

Multimedia - sale of company Dial Page - IPO, public debt offerings, acquisitions, and sale of company Datastream - IPO, secondary offering, acquisitions Wireless, LLC - venture financing CTG - sale of company Scansource - IPO, secondary offering, numerous acquisition CT Communications - acquisitions Enterprise Computer Systems - acquisitions Moovies - IPO, acquisitions, and sale of company.

Mr. Mizell served as a member of KPMG's Tax Training Committee, ICE Tax Council, and Quality Performance Review Team. He is a member of the American Institute of Certified Public Accountants and the South Carolina Association of Public Accountants. Mr. Mizell received a BA degree in Accounting and minor in English from Bob Jones University.

Hamilton E. Russell

Hamilton E. Russell has over six years of experience in the legal field. From 1995 until 1998, Mr. Russell was an associate with Haynsworth, Marion, McKay & Guerard, LLP, in the firm's Greenville, SC office. Mr. Russell specialized in the field of civil litigation, assisting in the representation of firm clients including Caterpillar, Toyota, Burlington Industries, AllState, Clemson University, and the South Carolina Joint Underwriters Association, among others. From 1993 until 1995, Mr. Russell served as legal assistant to the Honorable David H. Wilkins, Speaker of the South Carolina House of Representatives.

Mr. Russell graduated from Washington and Lee University, B.A., cum laude, 1992, and from the University of South Carolina School of Law, J.D., 1995. At the University of South Carolina School of Law, Mr. Russell served as a member of the South Carolina Law Review from 1993 to 4 of 10 12/9/99 4:36 PM TriVergent <http://www.trivergent.com/about.shtml> 1995 and on the Law Review's Editorial Board from 1994 to 1995. Additionally, Mr. Russell was inducted into the Order of Wig and Robe, as well as the John Belton O'Neill Inn of Court. Mr. Russell is a member of the American Bar Association, the South Carolina Bar Association, the South Carolina Defense Trial Lawyers Association, and the Defense Research Association, Inc.

Victoria Kirby

Prior to working at TriVergent, Victoria was the CEO and founding partner of Data And Communications Solutions, Inc., a premier turn-key integration provider specializing in data and voice convergence. Through her leadership and vision over the past ten years, DCS increased sales revenue to over 3 million annually. In 1999, Victoria was instrumental in leading the merger of DCS with TriVergent.

Victoria lead DCS to form ongoing partnerships with Global and International customers including Kemet Electronics, MCI Telecommunications, and Velux USA as well as St. Francis Health Care, Furman University, Quorum Health Care and Presbyterian College on the National and local level. Through her insight and vision her company was able to build a portfolio of strategic partnerships including Nortel Networks, Lucent Technologies, Cisco Systems, and BellSouth Communications.

Victoria holds a Bachelor of Arts degree in Business Administration from Furman University. In addition she has received certifications from the building Industry Consulting Services International (BICSI) Organization in the Design and Installation of Local and Wide Area Networks.

Victoria is currently on the Board of Directors for St. Francis Health Systems and the Greenville Better Business Bureau.

Charles L. Houser

Charles L. Houser, co-founder of TriVergent, has over five years experience in both support and sales manager roles in the telecommunications industry. In 1994, Mr. Houser began his career with Corporate Telemanagement Group where he served in various sales capacities. From September 1995 to February 1997, Mr. Houser served as Major Accounts Manager for the Southeast Region of LCI International's CT Division. Mr. Houser was responsible for developing sales from the existing customer base as well as minimizing attrition. Following its merger with LCI, Mr. Houser was responsible for integration of the CTG customer base with the LCI billing system.

Mr. Houser earned a Bachelor of Arts degree in Government and International Studies from the University of South Carolina.

Daniel H. Sterling

Daniel H. Sterling has over six years experience in the telecommunications industry. From September 1997 until December 1997, Mr. Sterling served as Senior Manager for Dealer Sales with BTI Telecom Corp., a facilities-based long distance and CLEC services provider. In December 1997, Mr. Sterling accepted the position of Vice President of Sales for TriVergent. From 1993 to 1997, Mr. Sterling was employed by CTG and LCI International, following its merger with CTG, in various management positions including Sales Support Representative, Sales Manager for its Mid-Atlantic regional dealer sales division, and Manager of Dealer Sales for 5 of 10 12/9/99 4:36 PM TriVergent <http://www.trivergent.com/about.shtml> LCI's Northeast region.

Mr. Sterling holds a Bachelor of Arts degree in Business Administration from the University of South Carolina.

Judith C. Slaughter

Judy C. Slaughter has over sixteen years experience in the telecommunications industry specializing in sales management, marketing, and operations.

From 1991 to 1997, Ms. Slaughter was employed by CTG and LCI International, following its merger with CTG, in various management positions including Manager of Sales Support, Marketing and Operations, Director of Customer Service and Provisioning, and Director of Operations for its dealer sales division. Prior to employment with CTG in 1991, Ms. Slaughter served in various sales and operations positions with telecommunications companies including Tel/Man, Inc., SouthernNet, Inc., and Teleco, Inc.

Ms. Slaughter holds a Bachelor of Arts degree in English from Winthrop University and a Master's Degree in Education from Clemson University.

Matthew B. Smith

Matthew B. Smith has over eight years of accounting and finance experience including financial reporting, capital and operational budgeting, corporate and individual tax, audit, and SEC filing requirements for telecommunications services.

From 1996 to 1997, Mr. Smith was employed as divisional Controller with Emergent Group, Inc., a public financial services company headquartered in Greenville, SC. From 1993 to 1996, Mr. Smith served as Assistant Controller of Corporate Telemanagement Group, Inc. During that time, Mr. Smith was responsible for financial statement reporting and analysis, treasury functions, tax preparation and revenue forecasts. From 1991 to 1993, Mr. Smith was employed by the public accounting firm of Elliott, Davis & Co.

A certified public accountant, Mr. Smith holds a Bachelor of Science degree in Accounting from Wake Forest University.

Ronald Kirby

Before joining TriVergent, Ron was the President of Greenville, SC based Data and Communications Solutions Inc., a leading provider of data integration products and services to South Carolina businesses. Ron was instrumental in helping DCS form ongoing relationships with companies such as Velux, USA, MCI Telecommunications and Kemet Electronics on an International level. National and local clients include Furman University, St Francis Health System, Quorum Health Care and Presbyterian College among others.

Ron was also a Director of Network Support for Telecom USA where he designed and implemented a National Alternate Operator Service Technical Support group and a Switch Control Center to monitor and maintain the seven digital switches of the staff.

Ron is a Registered Communications Distribution Design with a LAN/Specialist title from The Building Industry Consulting Services International.

William H. Oberlin

William Oberlin has a distinguished career in the telecommunications world. After a successful career climbing corporate ladders at the Bell System, Sprint, DHL Business Systems and Cable and Wireless ("C&W"), Oberlin and colleagues from C&W took over management of Allnet Communications, where he became COO. In 1995, Allnet merged with Frontier Communications and he served as President and COO. In 1996-1997, Oberlin became President and CEO of Midcom Communications.

Presently, Oberlin is owner and Chairman of Total Access Telecommunications, LLC, a start-up electronic messaging service in Southfield, Michigan. He is also majority owner of One Touch Telecommunications of Des Moines, Iowa, and serves on the Board of Directors of Savvis, a nationwide Network Access Provider based in St. Louis.

Randy McDougald

Randy McDougald has more than sixteen years of results driven sales and marketing telecommunications experience.

From Oct 1997 until April 1999, Mr. McDougald served as President of Catalyst Telecom, the telecommunications and computer telephony division of Scansource (NASDAQ:SCSC). While at Catalyst Telecom, annualized revenues increased 1800%, and Catalyst Telecom grew into one of Lucent Technologies largest distributors.

Mr. McDougald served as Regional Vice President of Sales after a stint as Director of Marketing for LCI International.

LCI International purchased Corporate Telemanagement Group in 1995 where Mr. McDougald performed a number of sales and marketing management duties. Mr. McDougald was serving as National Director of Sales for CTG at the time of the acquisition.

Prior to joining CTG, Mr. McDougald was an area sales manager for MCI/WorldCom in the Atlanta market. Mr. McDougald began his telecommunication's career with Tel Man in 1984 and remained with the company as it became SouthernNet and then Telecom USA and then was acquired by MCI. Mr. McDougald began as an Account Executive and moved into sales management, serving as Area Manager of Sales for the Atlanta market for Telecom USA at the time of the MCI acquisition.

Mr. McDougald has his BS in Financial Management from Clemson University.

Vincent M. Oddo

Vincent Oddo has worked in the telecommunications industry for nearly 20 years. Mr. Oddo is responsible for all ongoing support of billing systems, customer support systems, and all systems automation for the company. Prior to joining TriVergent, he served as Senior Vice President of Operations for Conxus Communications, Inc., a private wireless communications firm operating a nationwide 2-way Advanced Messaging network. While with Conxus, Mr. Oddo managed the Information Technology, Business Operations and Customer Operations functions to support a diverse base of direct and indirect customers. Responsibilities included: customer care, billing, credit, collections, inventory management and fulfillment and information technology.

Prior to Conxus, Mr. Oddo held positions as Vice President with Geotek Communications and 7 of 10 BellSouth/Graphic Scanning Corporation, both in New Jersey. During his tenure with these companies Mr. Oddo designed, developed, implemented and supported domestic and international information systems for various communications businesses.

Mr. Oddo holds a Masters of Public Administration from Long Island University and has been a speaker on wireless communications information and customer care issues at various nationwide conventions.

Kristina Satterfield

Ms. Satterfield has been involved in the advertising and public relations industry for more than 7 years. Her experience includes media planning and buying, extensive market research, production planning and all aspects of media analysis. Prior to coming to TriVergent, Ms. Satterfield worked as a regional and local Account Executive for Pulitzer Broadcasting Company at their Greenville, SC based NBC affiliate. In this capacity, Ms. Satterfield worked on various accounts including Pennington Seed, Captain D's Seafood, The Greenville Hospital System, Pittsburg Paint Company and Lowe's Home Improvement Stores among others. While with Pulitzer Broadcasting, Ms. Satterfield was recognized for numerous awards including Account Executive of the Year by the National Sales and Marketing Association.

Prior to her position as Account Executive, Ms. Satterfield worked in marketing where she was responsible for demographic and psychographic information and analysis for dozens of national, regional and local advertising agencies and clients.

Ms. Satterfield holds a Bachelor of Arts Degree in Advertising and Public Relations from the University of South Carolina. She is a member of the American Advertising Federation.

Joe Lawrence

Mr. Lawrence has a highly distinguished telecommunications career beginning in the early 80's with MCI. During his ten-year tenure at MCI, Mr. Lawrence served in numerous capacities including Senior Vice President of Finance, Vice President of Finance and Administration for the Consumer Division and Vice President of Finance for the Mid-Atlantic Division.

**INTRALATA TOLL
DIALING PARITY
PLAN**

**TriVergent Communications, Inc.
IntraLATA Toll Dialing Parity Plan**

1. Purpose

The intent of this Plan is to provide a proposal that, upon implementation, would provide customers the ability to select the telecommunications carrier of their choice for routing their intraLATA toll calls.

Toll-free intraLATA county-wide calling was initiated for TriVergent via an order from the Tennessee Regulatory Authority. TriVergent will provide, if selected as intraLATA carrier by the consumer, service in all LATAs in the Bell South Region.

Once facilities are implemented and TriVergent offers operator services or directory assistance it will do so without discrimination. Access will be provided to all within the rules of the TRA and the FCC.

TriVergent is willing and able to comply with all applicable rules and regulations of the FCC and TRA pertaining to the provision of telecommunications services in Tennessee.

2. Implementation Schedule

TriVergent: Will offer dialing parity for intraLATA toll in all of its Tennessee exchanges which is in effect today available to all customers. TriVergent has sent out notification to customers informing them of this capability.

3. Carrier Selection Procedures

TriVergent will implement the full 2-PIC (Primary Interexchange Carrier) carrier selection methodology. With the full 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or a different participating telecommunications carrier, including their existing local exchange company, for all intraLATA toll calls. Orders for changes will be accepted and processed beginning on the implementation date.

TriVergent employees who communicate with the public, accept customer orders, and serve in customer service capacities will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. Business Office personnel will be prepared to make changes in customer records based upon requests from customers or carriers and direct customers to their chosen intraLATA carriers. Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers.

Existing Customers

Currently, Bell South is the intraLATA toll provider for existing customers in TriVergent's local exchange area. On the date in which intraLATA toll presubscription is implemented in Tennessee, customers may presubscribe to any telecommunications carrier offering intraLATA toll service in their exchange. Customers will remain with Bell South until they affirmatively choose an intraLATA toll carrier. Customers may make this selection through their own initiative or as a result of the promotional marketing activities of participating intraLATA toll

telecommunications carriers. Customers may communicate their choice of carriers directly to TriVergent, as their local exchange service provider, through the local Business Office or indirectly through their selected carriers.

Customers will be assessed a cost-based PIC change charge per TriVergent's tariff for changing their intraLATA carrier. When customers request a change in their interLATA and intraLATA carriers during one contact with the Business Office and choose the same carrier for both jurisdictions only one charge will be assessed. When customers request a change in their interLATA and intraLATA carriers during one contact with the Business Office and choose different carriers for each jurisdiction, two charges will be assessed.

For a waiver period of 90 days from implementation, customers will not be assessed an intraLATA PIC change charge for their initial intraLATA toll carrier choice. During the 90-day waiver period, a charge of one-half of the interLATA PIC change charge will be assessed when the intraLATA and interLATA carriers are changed to the same carrier during one contact with the Business Office. Only the interLATA charge will be assessed when the intraLATA and interLATA carriers are changed to different carriers during one contact with the Business Office during the waiver period.

A charge will be established for "slamming" or unauthorized PIC changes submitted by carriers or TriVergent for end-user customers. TriVergent will be subject to the rules related to slamming.

New Installation Customers

Customers who contact TriVergent requesting new telephone exchange service are currently being provided a list of telecommunications carriers available to provide interLATA toll service. Upon implementation of intraLATA toll presubscription, the customer will be provided a second list of carriers, including TriVergent, that provide intraLATA toll service in their exchange. The list of intraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an intraLATA toll carrier will be identified within TriVergent's system as a "No PIC" and will not be automatically defaulted to a carrier. Customers identified as "No PIC" within TriVergent's systems will be required to dial 1 0XXX to place intraLATA toll calls until they make an affirmative choice for an intraLATA toll carrier.

4. Customer Education/Notification

Customers received information explaining their opportunity to select an intraLATA carrier 30 days in advance of the offering of intraLATA toll dialing parity via a bill message. In addition, during the 30 days following implementation of intraLATA Dialing Parity, customers received a bill insert explaining their opportunity to select an intraLATA carrier. TriVergent anticipates that promotional strategies by carriers will contribute to customer awareness of intraLATA toll dialing parity. Customer telephone directories will be updated as new editions are published to reflect the opportunity for customers to choose an intraLATA toll carrier.

Technical

Key Technical Staff See Attached

TriVergent Communications, Inc. has entered into a contract with Nortel Networks to build and maintain local switches within the State of Tennessee.

Ricky Thompson
Manager of Switch Installation

Mr. Thompson has twenty years in the telecommunications industry. At Interstate Telephone Company he started in Install and Repair. During this time he was responsible for installing and trouble shooting phones, inside wiring and the drop wire from the pole to the house.

He went from this to splicing cable of all types. He spliced pulp lead sheeted cable to plastic jacketed cable and fiber optic cable. He is an AT&T certified fiber optic splicer. This lead into installing fiber optic terminal equipment. Telco M560 ring, Nortel OC-12 and OC-48 ADM's. He managed the fiber terminal equipment including software upgrades and documentation of the fiber network. The record system he developed is still being used today. He managed all of Interstate's fiber network to all their CO's. Transferred to Interstate FiberNet (IFN) now know as ITC/Deltacom.

Managed all transport installations on the IFN network including DACS , M13's and Sonet equipment. Provided single point of contact to customers such as MCI , Sprint , AT&T etc.. for turn up, testing and trouble resolution. Planned, managed and implemented IFN's first network operations center. Trained all personnel on management system and all network equipment to assure a high quality of service for customers. Managed all optimization activities across fiber optic network. Transferred to Powertel PCS company. Planned and implemented transport backbone network from equipment Installations to turn up of lease facilities DS3's, DS1's, and DS0's. Developed network documentation that Powertel still uses today. Managed all network rolls, optimization, and acceptance testing of over 170 DS3's and 1000's of DS1's on the Powertel backbone. Engineered and implemented X.25 Packet Switched network for transport backbone management for the Powertel Network Operations Center. Helped in planning and installation of the Powertel NOC.

Worked as contractor for Tritel PCS of Jackson MS. Managed switch installations for subsidiary of AT&T Suncom wireless in Nashville and Knoxville Tenn. Point of contact for Ericsson on daily basis as well as managing sub contract installers on site.

TriVergent Communications

Manager of Switch Installations. Managing installations of a state of the art data and voice network to bring together a combined service platform to give a customer high speed internet access, local service and long distance via the Nortel 1meg modem solution. I will eventually plan and implement a Network Operations Center for TriVergent in order to maintain a high quality service to our customers.

Gary Merck: Vice President - Internet Services.

Mr. Merck is the past President and CEO of Carolina Online, Inc. Gary began forming what would eventually become Carolina Online in late 1994 and founded the company with key individuals recruited during 1995. Mr. Merck built Carolina Online from scratch and with no outside funding into a successful ISP that has become a major player in the Internet space in South Carolina.

Mr. Merck has over 17 years experience in the telecommunications field. The experience was gained while serving South Carolina State government, the U.S. Armed Forces and the private sector.

From 1986 until 1997, Mr. Merck was employed full-time by Clemson University. The first two years were spent with the Office of Telecommunications providing support for voice communications after divestiture. The last 10 years were spent with the Division of Computing and Information Technology providing engineering, management, planning and administration of a large campus LAN and WAN. During this span he worked closely with others to build and manage some large, innovative data networks that were predecessors to today's ISP networks. In the late 1980's, Mr. Merck and future Carolina Online partners connected South Carolina to the regional National Science Foundation network called SURAnet. This was probably the first connection to the commercial Internet in the State of South Carolina.

From 1981 until 1995, Mr. Merck was also enlisted in the Army National Guard. The 14 years were all spent in the U.S. Army Signal Corp. Mr. Merck performed many duties. Some of which were providing leadership, managing a telephone central office, working as a network designer, and working as a systems troubleshooter for Line-Of-Site microwave telephone networks. Mr. Merck spent a significant amount of active duty time both overseas and in the United States providing telecommunications support for both the active and reserve forces of the United States. Mr. Merck advanced in rank and responsibility rapidly. Mr. Merck resigned in 1995 after acceptance to the Palmetto Military Academy Officer Candidate School to found Carolina Online, Inc.

Mr. Merck is the current South Carolina representative to the Internet Service Providers Consortium (ISP/C), graduated with honors from the United States Signal Center, has been decorated multiple times by the United States Army for outstanding achievement and is one of the few graduates to be awarded a college degree in telecommunications by a South Carolina State College.

Miscellaneous

TriVergent will file a line activity report as required by the TRA on a monthly basis.

TriVergent may require deposits from customers with outstanding balances or poor credit. The deposit will not exceed estimated 2 months of service and will receive 6% per annum interest. If after a year the customer has remained in good standing the deposit and interest will be refunded to the customer.

TriVergent does not have a bond on file to cover deposits as it not their policy to require them of all customers.

TRIVERGENT COMMUNICATIONS, INC.
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE COMMUNICATIONS SERVICES
WITHIN THE STATE OF TENNESSEE

Issued:

Effective:

Issued By:

Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	39	Original	58.20	Original
2	Original	40	Original	58.21	Original
3	Original	41	Original	58.22	Original
4	Original	42	Original	59	Original
5	Original	43	Original	59.1	Original
6	Original	44	Original	60	Original
7	Original	45	Original	61	Original
8	Original	46	Original	62	Original
9	Original	47	Original	63	Original
10	Original	48	Original	64	Original
11	Original	49	Original	65	Original
12	Original	50	Original	66	Original
13	Original	51	Original	67	Original
14	Original	52	Original	68	Original
15	Original	53	Original	69	Original
16	Original	54	Original	70	Original
17	Original	55	Original	71	Original
18	Original	56	Original	71.1	Original
18.1	Original	57	Original	72	Original
19	Original	58	Original		
20	Original	58.1	Original		
21	Original	58.2	Original		
22	Original	58.3	Original		
23	Original	58.4	Original		
24	Original	58.5	Original		
25	Original	58.6	Original		
26	Original	58.7	Original		
27	Original	58.8	Original		
28	Original	58.9	Original		
29	Original	58.10	Original		
30	Original	58.11	Original		
31	Original	58.12	Original		
32	Original	58.13	Original		
33	Original	58.14	Original		
34	Original	58.15	Original		
35	Original	58.16	Original		
36	Original	58.17	Original		
37	Original	58.18	Original		
38	Original	58.19	Original		

Issued:

Effective:

Issued By:

Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

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CHECK SHEET 2

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Issued:

Effective:

Issued By:

Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised page 14 Cancels the 3rd Revised page 14.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A).1

Issued:

Effective:

Issued By:

Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange communications services by TriVergent Communications, Inc. within local calling areas in the State of Tennessee.

The services offered under this tariff are available only to the extent that services and facilities are available for resale from the underlying service provider. Services provided hereunder are used by the Customer for the purpose of originating and terminating intrastate communications between points within the State of Tennessee to complete an end-to-end intrastate local communication. Other services are offered by TriVergent Communications, Inc. under other tariffs or, in the case of unregulated services, under contract.

Issued:

Effective:

Issued By:

Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Line: An arrangement which connects the Customer's location to the Company's designated switching center or point of presence.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the carrier's service.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's Multi-Station System.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's Multi-Station System.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 1 - DEFINITIONS (Cont'd)

Company or Carrier: TriVergent Communications, Inc., unless otherwise specified or clearly indicated by the context.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Facilities: Equipment and/or machinery owned or leased by the Company, or utilized by a wholesaler in providing the service that the Company resells, used in the provision of the services.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by TriVergent Communications, Inc. and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 1 - DEFINITIONS (Cont'd)

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS

2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish intrastate local exchange telecommunications service pursuant to the terms of this tariff in connection with one-way and/or two-way voice, data and other types of transmissions between points within the State.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

The Company's obligation to furnish service under this tariff is dependent upon its ability to obtain services for resale from an underlying service provider.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)**2.1.3 Terms and Conditions**

- 2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days. (N)
- 2.1.3.1.A Unless otherwise specified, the initial service period for all services offered in this Tariff is one month commencing with the date of installation of the service.
- 2.1.3.1.B For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that section of this tariff containing the service offered.
- 2.1.3.1.C. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.
- 2.1.3.1.D. The initial service period for automatic answering and recording service is three months. (N)
- 2.1.3.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.1.3.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.5 Service may be terminated upon written notice to the Customer if:

- a. the Customer is using the service in violation of this tariff; or**
- b. the Customer is using the service in violation of the law.**

2.1.3.6. Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of an initial service period of applicable termination charges or both.

Termination Charge

A termination charge is determined by applying to the Basic Termination Charges the percentage, which the unexpired portion of the Initial service Period bears to the full Initial Service Period.

When a subscriber discontinues one or more units of a group of the same item, the service latest installed shall be considered as the service first discontinued.

When a subscriber cancels an order for service carrying a Basic Termination Charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering and providing the service; the termination charge in this event shall not exceed the Basic Termination Charge.

(N)

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**Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601**

Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.4.7 The Company is not liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Injury to property or injury or death to persons, including claims for payments made under Workmens' Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- (d) Any act or omission in connection with the provision of 911, E911 or similar services;
- (e) Any noncompletion of calls due to network busy conditions.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 The Company shall be indemnified, defended, and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- (a) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

- (b) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- (c) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- (d) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Liability of the Company (Cont'd)

2.1.4.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.1.4.10 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.11 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.12 Unauthorized Computer Intrusion:

(N)

With respect to any other claim or suit by a subscriber, common carrier, reseller or any other party for damages caused by, or associated with any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a company computer, switch, data, database, software, information, network or other similar system. The Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunication's network

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*Material previously found on this page is now located on page 18.1.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)****2.1.4.13. Transmission of Data**

The Company shall not be liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access line and or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

2.1.4.14. Errors or damages caused by System Date Limitations:

The Company's liability of error or damages resulting the in the inability of the Company's system to process dates, such as the year 2000, shall be limited to the proportionate charge by the Company for the service for the period during which the errors or damages occur.

2.1.4.15. Unauthorized Devices:

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.6 Provision of Equipment and Facilities (Cont'd)

2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

Special construction charges will be determined on an individual basis.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.1 General (Cont'd)

- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.1 General (Cont'd)**

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for inspection and maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)**2.3 Obligations of the Customer (Cont'd)****2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.4 Customer Equipment and Channels2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)**2.4 Customer Equipment and Channels (Cont'd)****2.4.3 Interconnection of Facilities**

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- 2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.4 Customer Equipment and Channels (Cont'd)2.4.4 Inspections

- 2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.5.2 Billing and Collection of Charges

2.5.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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Chief Executive Officer
TriVergent Communications, Inc.
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Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.5 Payment Arrangements (continued)2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.5%.

2.5.2.6 With the Company's approval, the Customer may elect to make payments to the Company for charges for facilities and services furnished by the Company using the following credit/debit cards: Visa, Mastercard, American Express or Discover.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.4 Deposits

2.5.4.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with the Rules of the Commission. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) Applicants for Residential Service. The deposit for an applicant of residential service will not exceed an amount equal to \$20.00 per residence.
- (b) Applicants for Business Service. The deposit for an applicant of business service will not exceed an amount equal to \$20.00 per line.
- (c) Existing Customers—Business Service and Residential Service. The deposit for an existing Customer will not exceed an amount equal to the Customer's average two (2) month bill, including toll charges, during the preceding twelve (12) months; except that the deposit may include an additional amount in the event that a termination charge is applicable.

2.5.4.2 A deposit may be required in addition to an advance payment.

2.5.4.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits (Cont'd)

2.5.4.4 The deposit plus interest will be refunded to a Residential Service Customer after one (1) year and to a Business Service Customer after two (2) years, provided the Customer's account is not delinquent at that time.

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Chief Executive Officer
TriVergent Communications, Inc.
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Section 2 - REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.5 Discontinuance of Service

- 2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving prior written notice to the Customer, discontinue or suspend service without incurring any liability. Any Customer whose check is returned for non-payment or similar reasons will be assessed a penalty of \$25.00. (I)
- 2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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Chief Executive Officer
TriVergent Communications, Inc.
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Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.5 Payment Arrangements (Cont'd)2.5.5 Discontinuance of Service (Cont'd)

- 2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.5.5.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- 2.5.5.7 Unless a dangerous condition exists, or unless the Customer requests disconnection, the Company will not disconnect service on a day, or on a day immediately preceding a day, when personnel of the Company are not available for the purpose of making collections and reconnecting service.

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Chief Executive Officer
TriVergent Communications, Inc.
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Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

- 2.5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

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Section 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service (Cont'd)

2.5.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.5.6.4 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

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Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)**2.5 Payment Arrangements (Cont'd)****2.5.7 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.8 Taxes

If a municipality or political subdivision collects or receives any payment or payments or any telephone service without charge or at reduced rates from the Company for or by reason of the use of the streets, alleys or public places of a municipality or political subdivision or for or by reason of the operation of the Company's business or any portion or phase thereof in the municipality or political subdivision or by reason of an agreement between the municipality or political subdivision and the Company, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, based on receipts or based on poles, wires, conduits or other facilities or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the exchange customers within such municipality or political subdivision, provided, however, the foregoing shall not apply to any such payment or payments or to any such telephone service without charge or at reduced rates during the term of any agreements or arrangement now in effect.

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Section 2 - REGULATIONS (Cont'd)2.5.9 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Customer unless objection is received by the Company within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

2.5.9.1 First, the Customer may request, and Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.5.9.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may address concerns with the Tennessee Regulatory Authority at:

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37219
(615) 741-2904

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service (Cont'd)2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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TriVergent Communications, Inc.
200 North Main Street, Suite 303
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Section 2 - REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 (Cont'd)

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one-month period.

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TriVergent Communications, Inc.
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Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service (Cont'd)2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (g) interruption of service due to circumstances or causes beyond the control of Company.

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TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.7 Use of Customer's Service by Others2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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TriVergent Communications, Inc.
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Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonably incurred in connection with

- 1) all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 2 - REGULATIONS (Cont'd)**2.10 Notices and Communications**

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 3 - SERVICE OFFERINGS**3.1 Introduction**

The regulations set forth in this section govern the application of rates for services contained in other sections of this price list.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local times.

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TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 3 - SERVICE OFFERINGS (Cont'd)3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 3 - SERVICE OFFERINGS (Cont'd)

3.3.2 The airline distance between any two Rate Centers is determined as follows:

- a) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
- b) Compute the difference between the "V" coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
- c) Square each difference obtained in step (b) above.
- d) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- e) Divide the sum of the squares by 10, Round to the next higher whole number if any fraction is obtained.
- f) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 3 - SERVICE OFFERINGS (Cont'd)3.4 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number^{1/} in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

Monthly Rate

A)	Non-Published Private Listing	\$ 3.42
B)	Non-Listed (Semiprivate) Listing	\$ 1.48
C)	Additional Listing - Residence, Each	\$ 1.00

¹ For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 3 - SERVICE OFFERINGS (Cont'd)3.5 Types of Services Offered

This section of the price list contains a general description of the services offered by TriVergent Communications, Inc. and the rates applicable to each service. TriVergent Communications, Inc. provides switched, telephonic-quality voice and data transmission services that enable Users to communicate on a real-time basis between points within local calling areas in the State of Tennessee, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 3 - SERVICE OFFERINGS (Cont'd)3.6 Basic Local Exchange Service

Basic Local Exchange Service provides a Customer with a Connection to the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this price list;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling;
- e) access relay services for the hearing impaired.

Basic Local Exchange Service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

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Chief Executive Officer
TriVergent Communications, Inc.
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Greenville, SC 29601

Section 3 - SERVICE OFFERINGS (Cont'd)3.6 Basic Local Exchange Service (Cont'd)

TriVergent Communications, Inc.'s exchange areas, rate groups, and local calling areas are identical to those defined in the price lists and tariffs of the incumbent local exchange company serving each exchange area.

TriVergent Communications, Inc.'s provides service in the exchange areas served by the following local exchange companies:

BellSouth -

Two-Point Service (IntraLATA)

Service Between Land Wire Telephones (LATA)

Dial Station to Station: Long Distance service made available between two or more points located within the same LATA in South Carolina.

- A. Apply only to sent-paid station to station dial type communications.
- B. Dial type telephone communication denotes a call dialed and completed without assistance of an operator and the call is billed to the originating number.
- C. Does not apply to calls placed from a payphone.
- D. Customer Card Calls made without operator assistance will be rated as listed below.

Prepaid Local Service

Allows customers who could not otherwise obtain local service due to an unsatisfactory credit history to obtain such services on a prepaid basis. A customer is required to pay for the services in advance. Upon establishment of the service, the customer can place or receive calls to any calling station in the local calling area, access basic 911 emergency service and where available, place or receive calls to 800 telephone numbers.

This service cannot be used to originate calls to another company's caller-paid information services (e.g. 900, 976) or another company's long distance service.

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TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 3 - SERVICE OFFERINGS (Cont'd)

3.7

[RESERVED FOR FUTURE USE]

3.8 Operator Assisted Local Calls

Operator Assisted Charges: All types of local exchange service have local calling areas within which local calls can be made on a flat rate basis, on a local coin call rate basis, on a Message rate basis, or on a measured service basis.

Local Dial Call: The call must be dialed and completed without the assistance of a Company operator and must be billed to the originating telephone when a charge is applicable.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 4 - RATES AND CHARGES4.1 Basic Local Exchange Service4.2 Service Charges4.2.1 Service Ordering Charge - Multi Element Charges

A) Primary - For connecting new or additional Access lines.

Nonrecurring Charge

Per service order \$40.00

B) Secondary - For moving or changing existing service or adding new or additional service other than Access lines.

Per service order \$14.25

4.2.2 Access Line Connection Charge

A) Per Access line or Trunk

i) Central Office Work Charge \$ 0.00

ii) New Line Connection Charge \$40.00

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 4 - RATES AND CHARGES4.1 Basic Local Exchange Service Con't.

Two Point IntraLATA Services Rates and Charges

Residence and Business	Rate Mile age	Initial Minute	Each Additional Minute
	0-16	.10	.10
	17-30	.15	.15
	31-55	.19	.19
	56-101+	.21	.21
Customer Dialed Calling Card	Per call .70		
Operator Assisted	Per Call 1.50		
Person to Person	Per Call 3.00		
Station to Station Collect call	Per Call .50		

Discounts and Applicable Rate Periods. (Do not apply to surcharges)

Residence and Business

Time	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.
8:00AM-5:00PM	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate	53% Disc.	53% Disc.
5:00PM-11:00PM	30% Disc	30% Disc	30% Disc	30% Disc	30% Disc	53% Disc	30% Disc
11:00PM--8:00AM	53% Disc	53% Disc.	53% Disc.	53% Disc.	53% Disc	53% Disc	53% Disc

*All business and residential customers of TriVergent Communications, Inc. will receive 5% off of the rates listed above, discount does not apply to surcharges.

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Chief Executive Officer
TriVergent Communications, Inc.
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Greenville, SC 29601

Section 4 - RATES AND CHARGES4.1. Basic Local Exchange Service (Con't.)

4.1.1 Prepaid Local Service Rates

- A. One-Time Connection Fee-\$30.00
- B. Monthly Service Charge (first Month)-\$49.00
- C. Recurring Monthly Service Charge-\$39.00

D. Optional Services	Monthly Recurring Charge	One-time Activation Fee
1. Call Waiting	\$5.00	----
2. Call Forwarding	\$5.00	----
3. Three-way Calling	\$5.00	----
4. Unpublished Number	\$5.00	----
5. Speed Dial (8)	\$5.00	----
6. Call Return	\$5.00	----
7. Caller ID	\$10.00	----

- D. All rate are exclusive of taxes . taxes (including federally mandated fees and assessments) will be added to the Customer's monthly invoices.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

4.1.2 State Billing Name and Address for ANI Service

A. State Billing Name and Address for ANI service provides for end user billing name and address associated information. It is available to IC's such as Enhanced Service Provider (ESP), Operator Service Provider (OSP), Interexchange Carrier (IC) any other provider of telecommunications services.

B. State Billing Name and Address for ANI service is available on those calls for which the ANI of the calling or billed party is provided to the Company. This includes 101XXXX dialed calls, calling card calls and collect and third party billed calls. Information provided consists of the following:

1. Billing name and street address of the subscriber (BNA)
2. Billing Telephone Number (BTN)
3. Working Telephone Number (WIN)
4. Terminal Number (TER)
5. IC Type Indicator (CTI)
6. IC Code

A. Restriction one use of State's Billing Name and Address for ANI information:

1. The IC or its authorized billing and collection agent, agrees not to publish any State billing information provided and to use such information for the sole purpose of rendering bills for its provision of services to its ICs.
2. The IC, or its authorized billing and collection agent may not permit anyone but its duly authorized employees to inspect or use State Billing Name and Address for ANI Information.
3. The IC, or its authorized billing and collection agent may not use the State Billing and ANI information to publish and distribute, in any form, lists of the subscribers provided.
4. The IC, or its authorized billing and collection agent shall not reproduce in any way copies of the BNA information furnished, other than as required internally for the rendering of bills for service provided.

A. The Company will provide State Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the IC's request. Availability of data maybe delayed if errors exist in the request received from the IC.

Rates Billing Name and Address for ANI Service

- | | | |
|----|------------------------------|----------|
| a. | One-time Setup Charge | \$250.00 |
| b. | Charge per individual record | \$ 0.20 |

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

4.1.3 Basic Business and Residential Local Service

State Communications

*Tennessee "Business and
Residential"*

	Business	USOC	Residence	USOC
BASIC				
Rate Group 1	Flat	\$25.70	1FB	\$7.17 1FR
Rate Group 2	Flat	\$29.26	1FB	\$8.08 1FR
Rate Group 3	Flat	\$31.11	1FB	\$8.60 1FR
Rate Group 4	Flat	\$37.10	1FB	\$11.26 1FR
Rate Group 5	Flat	\$37.72	1FB	\$11.54 1FR
Rate Group 6 - Exception Rate	Flat	\$29.80	1FB	\$10.30 1FR
Rate Group 7 - Exception Rate	Flat	\$32.70	1FB	\$9.00 1FR
Rate Group 8 - Exception Rate	Flat	\$31.75	1FB	\$9.95 1FR
Rate Group 11 - Exception Rate	Flat	\$32.75	1FB	\$9.05 1FR
Rate Group 16 - Exception Rate	Flat	\$33.75	1FB	\$9.35 1FR
REGIONAL RESIDENTIAL SERVICE				
This is not available where the Morristown Area Calling Plan or the Maryville Exception Area Plans are offered				
Rate Group 1	Measured		\$4.28	RWG,RWGCL OR TAKER
Rate Group 2	Measured		\$4.28	RWG,RWGCL OR TAKER
Rate Group 3	Measured		\$4.28	RWG,RWGCL OR TAKER
Rate Group 4	Measured		\$5.23	RWG,RWGCL OR TAKER
Rate Group 5	Measured		\$5.23	RWG,RWGCL OR TAKER

Cust. Pays a low base plus usage. The RWG and RWGRL are for the access line w/o the discount option. The taker is for access line with the 20% discount.

REGIONAL BUSINESS SERVICE

Rate Group 1	Measured	\$23.28	113,113CL,1NZ, TA1,TA2,TAK1B,T AKC1	Cust. Pays a low base rate plus usage 113 & 113CL are for Regional Service w/o discount for 2-way service
Rate Group 2	Measured	\$23.28	113,113CL,1NZ, TA1,TA2,TAK1B,T AKC2	INZ is for Regional Service w/o discount for inward service only TAK1B is for Regional Service w/diskout
Rate Group 3	Measured	\$23.28	113,113CL,1NZ, TA1,TA2,TAK1B,T AKC3	for inward service only TAKC1 is for Regional Service w/diskout for 2-way lines
Rate Group 4	Measured	\$26.13	113,113CL,1NZ, TA1,TA2,TAK1B,T AKC4	
Rate Group 5	Measured	\$26.13	113,113CL,1NZ, TA1,TA2,TAK1B,T AKC5	

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

4.1.3 Basic Business and Residential Local Service

MESSAGE RATE SERVICE

This service is based upon the number of call placed or received.

	Business	USOC	Residence	USOC
Rate Group 1	Measured		\$3.61	1MR or 1MRCL
Rate Group 2	Measured		\$4.04	1MR or 1MRCL
Rate Group 3	Measured		\$4.32	1MR or 1MRCL
Rate Group 4	Measured		\$5.65	1MR or 1MRCL
Rate Group 5	Measured		\$5.80	1MR or 1MRCL
Rate Group 6 - Exception Rate	Measured		\$4.75	1MR or 1MRCL
Rate Group 7 - Exception Rate	Measured		\$4.47	1MR or 1MRCL
Rate Group 8 - Exception Rate	Measured		\$4.89	1MR or 1MRCL
Rate Group 11 - Exception Rate	Measured		\$4.28	1MR or 1MRCL
Rate Group 16 - Exception Rate	Measured		\$4.32	1MR or 1MRCL

MEASURED LOW USAGE

This is not offered where Regional Service is offered. Thus Measured Service is not a common service.

Rate Group 1	Measured	\$18.00	\$2.85
Rate Group 2	Measured	\$20.47	\$3.23
Rate Group 3	Measured	\$21.80	\$3.42
Rate Group 4	Measured	\$25.98	\$4.51
Rate Group 5	Measured	\$26.41	\$4.61
Big Sandy (Group 2C)	Measured	\$21.76	\$3.42
Bulls Gap (Group 3B)	Measured	\$22.47	\$3.56
Cedar Grove (Group 1C)	Measured	\$19.81	\$3.90
Lyles (Group 2B)	Measured	\$21.14	\$3.80
Summertown (Group 2D)	Measured	\$21.80	\$3.42

MEASURED STANDARD USAGE

This is not offered where Regional Service is offered. Thus Measured Service is not a common service.

Rate Group 1	Measured	\$5.04
Rate Group 2	Measured	\$5.65
Rate Group 3	Measured	\$6.03
Rate Group 4	Measured	\$7.89
Rate Group 5	Measured	\$8.08
Big Sandy (Group 2C)	Measured	\$5.99
Bulls Gap (Group 3B)	Measured	\$6.22
Cedar Grove (Group 1C)	Measured	\$6.84
Lyles (Group 2B)	Measured	\$6.60
Summertown (Group 2D)	Measured	\$6.03

LOCAL FAVORITES

Local Favorites - One Line Plan	Flat	\$25.65	VR3 & VSB
Local Favorites - Two Line Plan	Flat	\$49.88	CCML2
Local Favorites - Three Line Plan	Flat	\$74.10	CCMIL3

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Shaler Houser
 Chief Executive Officer
 TriVergent Communications, Inc.
 200 North Main Street, Suite 303
 Greenville, SC 29601

4.1.3 Basic Business and Residential Local Service

COMMAND CALLING		Bus.	Res.	USOC
Command Calling	Flat		\$25.65	AR7
Command Calling w/ Local Fav. - One Line	Flat		\$38.00	AC7/VS8
Command Calling w/ Local Fav. - Two Line	Flat		\$74.58	ACML2
Command Calling w/ Local Fav. - Three Line	Flat		\$111.15	ACML3
STRUCTURE HAS JACKS AND WIRING				
1st Line	One-Time	\$55.58	\$39.43	
Each Additional Line: Same Request	One-Time	\$29.45	\$17.10	
STRUCTURE NEEDS JACKS AND WIRING				
1st Line	One-Time	\$112.58	\$96.43	
Each Additional Line: Same Request	One-Time	\$48.45	\$36.10	
ADDITIONAL CHARGES TO INCLUDE				
Secondary Service Charge	One-Time	\$22.80	\$19.00	

Measured Rate	Res/Low Use	Res/Standard	Business
Usage Allowance	\$ 0.95	\$ 7.13	\$ 9.50

	Initial MOU	Additional MOU
Usage Rates	.04	0.02

Time	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
8:00 AM - 5:00 PM	Full Rate	Full Rate	Full Rate	Full Rate	Full Rate	60% off	60% off
5:00 PM - 11:00 PM	35% off	35% off	35% off	35% off	35% off	60% off	35% off
11:00 PM - 8:00 AM	60% off	60% off	60% off	60% off	60% off	60% off	60% off

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

4.1.3 Basic Business and Residential Local Service

Command
Calling Con't

(1) Rate Mileage	Initial MOU	Additional MOUs	USOC
(a) 1-10 miles	\$ 0.10	\$ 0.10	N/A
(b) 11 - 16 miles	\$ 0.10	\$ 0.10	N/A
(c) 17 - 22 miles	\$ 0.15	\$ 0.15	N/A
(d) 23 - 30 miles	\$ 0.15	\$ 0.15	N/A
(e) 31 - 40 miles	\$ 0.19	\$ 0.19	N/A
(f) 41 - 55 miles	\$ 0.19	\$ 0.19	N/A
(g) 56 - 70 miles	\$ 0.21	\$ 0.21	N/A
(h) 71 - 85 miles	\$ 0.21	\$ 0.21	N/A
(i) 86 - 100 miles	\$ 0.21	\$ 0.21	N/A
(j) 101 +	\$ 0.21	\$ 0.21	N/A

Discount
Schedule

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
8am-5pm	Full	Full	Full	Full	Full	53%	53%
5pm-8pm	30%	30%	30%	30%	30%	53%	30%
8pm-8am	53%	53%	53%	53%	53%	53%	53%

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 Chief Executive Officer
 TriVergent Communications, Inc.
 200 North Main Street, Suite 303
 Greenville, SC 29601

4.1.3 Basic Business and Residential Local Service

Morristown Area Calling Plan

The Morristown Area Calling Plan is an optional Measured offering for the Morristown Exchange that provides local calling From the subscriber's home wire center to all wire centers within a 40 mile radius based on airline mileage, in addition to the existing service.

Residence Access Line Rates	STATE
Rate Groups 1-3	\$ 4.28
Rate Groups 4-5	\$ 5.23
Business Access Line Rates	
Rate Groups 1-3	\$ 23.28
Rate Groups 4-5	\$ 26.13

In addition to the Access Line charge every customer must choose a usage package from the following:

Option 1

With this usage package, customer is billed for all local calls at the shown rates. Local usage charges for calls termination In Bands A, B, C, and D will not exceed \$15.00 for Residence lines and \$25.00 for Business Lines.

Option 2

This option includes a \$4.00 usage allowance on all call termination in Bands A, B, C and D. Local calls are billed at the Shown usage rates, then a 20% discount on the total usage charges. This option does take advantage of the off-peak/on-peak discount

Option 2 \$3.80

Mileage Bands	Initial MOU	Additional MOU
	STATE	STATE
A (0 miles)	0.02	0.01
B (1-10 miles)	0.03	0.014
C (11-16 miles)	0.04	0.02
D (17-22 miles and intra- county greater than 22 miles)	0.06	0.04
E (23-30 miles inter-county)	0.10	6.65
F (31-40 miles inter-county)	0.13	0.10
G (40+ miles, inter-county)	0.17	0.13

*From 8PM - 8AM there will be a 50% discount to the rates above.

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
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4.1.3 Basic Business and Residential Local Service

State Communications

Tennessee "Residence and Business Features"

		Res	USOC	Business	USOC
Anonymous Call Rejection (ACR)	Monthly	\$2.85	HBV	3.33	
Busy Redial Connect, Per Activation	Per Use	\$0.71	N/A	.71	
Call Block	Monthly	\$3.80	NSY	4.28	
Call Forwarding Busy Line	Monthly	\$0.95	GCE	3.09	
Call Forwarding Busy Line - Customer Control	Monthly	\$2.85	GJP		
Call Forwarding Busy Line - Multipath or Customer Control	Monthly	\$1.90	CFSBX	2.85	
Call Forwarding Don't Answer	Monthly	\$0.95	GCJ	3.09	
Call Forwarding Don't Answer - Customer Control	Monthly	\$2.85	GJC	3.09	GCFRC
Call Forwarding Don't Answer - Multipath or Customer Control	Monthly	\$1.90	CFSDX	2.85	
Call Forwarding Don't Answer - Ring Control	Monthly	\$0.95	GCJR	3.09	
Call Forwarding Variable	Monthly	\$2.61	ESM	3.56	
Call Forwarding Variable - Multipath or Remote Access	Monthly	\$2.85	CFSVX	2.85	
Call Return	Monthly	\$3.80	NSS	4.28	
Call Return, Per Activation	Per Use	\$0.71	N/A	.71	
Call Tracing	Monthly	\$3.80	NST	4.75	
Call Waiting	Monthly	\$2.85	ESX	3.71	
Call Waiting Deluxe	Monthly	\$5.70	ESXDL		
Call Waiting Deluxe w/ Conferencing	Monthly	\$5.70	ESXDC		
Caller ID Basic	Monthly	\$5.70	NSD	7.13	
Caller ID Deluxe	Monthly	\$7.13	NXM		
Caller ID Deluxe for Multi-line Hunt	Monthly	\$7.13	NXMMN	9.49	
Caller ID Deluxe w/ ACR	Monthly	\$7.13	NXMCR	9.49	
Calling # Delivery Blocking - Permanent	Monthly	\$0.00	NOB		
Calling # Delivery Blocking - Permanent (Non-published / non-listed)	Monthly	\$0.00	NOBNP	0.00	
Call Forwarding Don't Answer	Monthly			5.94	GJC
Call Forwarding Busy Line	Monthly			5.94	GJP
Customized Code Restriction Option 1	Monthly	\$1.90	CREX1	3.56	
Customized Code Restriction Option 2	Monthly	\$1.90	CREX2	3.56	
Customized Code Restriction Option 3	Monthly	\$1.90	CREX3	3.56	
Customized Code Restriction Option 4	Monthly	\$0.00	CREX4	0.00	
Customized Code Restriction Option 6	Monthly	\$0.00	CREX6	0.00	
Enhanced Caller ID with Call forwarding etc	Monthly			16.10	NTACR

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Shaler Houser
 Chief Executive Officer
 TriVergent Communications, Inc.
 200 North Main Street, Suite 303
 Greenville, SC 29601

4.1.3 Basic Business and Residential Local Service

Residence and Business Features		Res	USOC	Business	USOC
Enhanced Caller ID	Monthly			15.19	NXECR
Directory Assistance outside TN	Each	\$0.81			
Directory Assistance within TN Local Toll 6 calls free	Each	\$0.29			
Directory Assistance Courtesy Competition, Local calls only. In addition to the DA charge.		\$0.43			
Flexible Call Forwarding	Monthly	\$4.75	FCS	8.55	
Flexible Call Forwarding - Plus	Monthly	\$8.55	FCPCN	10.45	
Flexible Call Forwarding - Plus (Audio Calling Name)	Monthly	\$6.65	FCSCN		
Flexible Call Forwarding (Audio Calling Name)	Monthly	\$6.65	FCP		
Inside Wire Maintenance	Monthly	\$2.85	SEQ1X		
Local Directory Assistance Call Completion	Each	\$0.43			
Message Waiting Indicator - Audible	Monthly	\$0.48	MWW	.48	
Message Waiting Indicator - Audible/Visual	Monthly	\$0.48	MWWAV	.48	
My Call Service 1	Monthly	\$3.80	DRS	6.65	
My Call Service 2	Monthly	\$5.70	DRS1X	9.50	
OBSOLETE - All Features including Speed Calling 30	Monthly	\$8.55	ES5		
OBSOLETE - Call Waiting w/ Call Fading and Speed Calling 30	Monthly	\$6.89	ESG		
OBSOLETE - Call Waiting w/ Speed Calling 30	Monthly	\$5.23	ESW		
OBSOLETE - Visual Director w/ Conferencing and Voice Messaging with ACR.	Monthly	\$13.30	VDRCM	19.94	
OBSOLETE - Visual Director w/ Conferencing with ACR.	Monthly	\$13.30	VDRCW	19.94	
Preference Call	Monthly	\$2.85	NSK	3.33	
Preferred Call Forwarding	Monthly	\$2.85	NCE	3.33	
Remote Access Call Forwarding Variable	Monthly	\$5.46	GCZ	7.36	
Repeat Dialing	Monthly	\$3.80	NSQ	4.28	
Repeat Dialing, Per Activation	Per Use	\$0.71	N/A	.71	
Speed Calling 30	Monthly	\$3.56	ESF	4.51	
Speed Calling 8	Monthly	\$2.09	ESL	3.04	
Three Way Calling	Monthly	\$2.61	ESC	3.56	
State Communications Voicemail	Monthly			5.65	SMBBX
Additional Listing 800	Monthly			1.71	SZS
Additional Listing	Monthly			1.71	CLT
Three Way Calling w/ Transfer	Monthly			5.70	ESCW T
Touch-tone	Monthly	\$1.43	TTR		
Verification & Interruption	Each	\$2.23			
Verification of Busy	Each	\$0.90			

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

4.1.3 Basic Business and Residential Local Service

		Res	USOC	Business	USOC
State Communications Voicemail	Each	\$4.70	MBBRX		
Additional Listing	Monthly	\$1.14	RLT		
Multi-feature Discounts available with non-packaged Features					
# of Features, 2	Monthly	\$ (0.50)	MFD2X		
# of Features, 3	Monthly	\$ (1.50)	MFD3X		
# of Features, 4	Monthly	\$ (3.00)	MFD4X		
# of Features, 5	Monthly	\$ (4.50)	MFD5X		
# of Features, 6	Monthly	\$ (6.00)	MFD6X		
# of Features, 7	Monthly	\$ (7.50)	MFD7X		
# of Features, 8	Monthly	\$ (9.00)	MFD8X		
# of Features, 9	Monthly	\$ (10.50)	MFD9X		
# of Features, 10	Monthly	\$ (12.00)	MFD1A		
# of Features, 11	Monthly	\$ (13.50)	MFD11		
# of Features, 12	Monthly	\$ (15.00)	MFD12		
# of Features, 13	Monthly	\$ (16.50)	MFD13		
# of Features, 14	Monthly	\$ (18.00)	MFD14		
# of Features, 15	Monthly	\$ (19.50)	MFD15		
# of Features, 16	Monthly	\$ (21.00)	MFD16		
# of Features, 17	Monthly	\$ (22.50)	MFD17		
# of Features, 18	Monthly	\$ (24.00)	MFD18		
# of Features, 19	Monthly	\$ (25.50)	MFD19		
# of Features, 20	Monthly	\$ (27.00)	MRD2A		

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

4.1.3 Basic Business and Residential Local Service

**State Communications
Tennessee - BUSINESS ONLY**

BASIC			USOC	
BUSINESS Option P				
Option 1	Measured	\$60.80	BT1	Each minute over 7,200 minutes \$0.05
Option 2	Measured	\$43.42	BT2	Each minute used outside basic area \$0.09
BUSINESS Option C PACKAGE				
Option 1	Measured	\$74.00	BC1	Each minute over 7,200 minutes \$0.05
Option 2	Measured	\$56.00	BC2	Each minute used outside basic area \$0.12

Each minute over 7,200 minutes \$0.05
Each minute used outside basic area \$0.09

Each minute over 7,200 minutes \$0.05
Each minute used outside basic area \$0.12

State Communications Business Option P

Option 1 Flat rated plan which allows for unlimited calling within the LATA (includes a usage allowance of 120 hours/7200 minutes)
Monthly Rate and per Minute of Use USOC-

	State	USOC
Each line	\$ 60.80	BT1
Each Minute of use above 120 hours (7,200 minutes)	\$ 0.05	

Option 2 Combination rated plan which provides for unlimited usage within the basic service area for a flat monthly charge, and a
Single rate for each minute of use for all other calling within the LATA.

Monthly Rate and per Minute of Use USOC-

	State	USOC
Each line	\$ 43.42	BT2
Each Minute of use outside the Basic Service Area	\$ 0.09	

*Touch-Tone service is included in State Communications Business Option P

*Usage billed in full-minute increments

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

4.1.3 Basic Business and Residential Local

State Communications Business Option C Package

Option 1

Flat rated plan which allows for unlimited calling within the LATA (includes a usage allowance of 120 hours/7200 minutes), plus also provides the subscriber with up to five compatible services and features from the below list. The calling features chosen.

Monthly Rate and per Minute of Use USOC-	State	USOC
Each line	\$ 74.05	BC1
Each Minute of use above 120 hours (7,200 minutes)	\$ 0.05	

*Touch-Tone service is included in State Communications Business Option C Package.

*Usage billed in full-minute increments.

Option 2

Combination rated plan, which provides for unlimited usage within the basic service area for a flat monthly charge, and a single rate for each minute of use for all other calling within the LATA. This also provides the subscriber with up to five compatible

Monthly Rate and per Minute of Use USOC-
Each line
Each Minute of use outside the Basic Service Area

*Touch-Tone service is included in State Communications Business Option C Package.

*Usage billed in full-minute increments.	State	USOC
	\$ 56.00	BC2
	\$ 0.12	

Calling Features	USOC	CHARGES
Call Forward Busy Line	GCE	3.09
Call Forward Don't Answer	GCJ	3.09
Call Forward Don't Answer Ring Control	GCJRC	3.09
Call Forward Variable	ESM	3.56
Flexible Call Forwarding	FCS	8.55
Call Waiting	ESX	3.71
Speed Calling 8	ESL	3.04
Speed Calling 30	ESF	4.51
Three Way Calling	ESC	3.56
Message Waiting Indicator - Audible	MWW	0.48
Message Waiting Indicator - Visual	MWWAV	0.48
Call Return	NSS	4.28
Call Block	NSY	4.28
Call Tracing	NST	4.75
Repeat Dialing	NSQ	4.28
Preference Call	NSK	3.33
Preferred Call Forwarding	NCE	3.33
My Call I	DRS	6.65
My Call II	DRS1X	9.50
Remote Access Call Forwarding	GCZ	7.36
Three Way Calling with Transfer	ESCWT	

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TriVergent Communications, Inc.
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4.1.3 Basic Business and Residential Local

When more than five calling features are subscribed to in one State Communications Business Option C Package, five calling features are applied to the State Communications Business Option C Package limits. The remaining calling features may be eligible for the

# of Features	Costs	USOC	# of Features	Costs	USOC	# of Features
2	(\$0.75)	MFD2X	11	(\$20.25)	MFD11	20
3	(\$2.25)	MFD3X	12	(\$22.50)	MFD12	
4	(\$4.50)	MFD4X	13	(\$24.75)	MFD13	
5	(\$6.75)	MFD5X	14	(\$27.00)	MFD14	
6	(\$9.00)	MFD6X	15	(\$29.25)	MFD15	
7	(\$11.25)	MFD7X	16	(\$31.50)	MFD16	
8	(\$13.50)	MFD8X	17	(\$33.75)	MFD17	
9	(\$15.75)	MFD9X	18	(\$36.00)	MFD18	
10	(\$18.00)	MFD1A	19	(\$38.25)	MFD19	

The Multi-Package Discount Plan provides eligible State Communications Business Option C Package customers reduced monthly package rates based upon the number of State Communications Business Option C Packages Subscribed to. Eligibility for the discounts is

1. A minimum purchase of two State Communications Business Option C Packages is required.
2. The State Communications Business Option C Packages must be provisioned to a single customer at a single location.
3. Only the lines at the customer location that are in a hunting arrangement are eligible. The number of Discount Eligible Packages equal the number of lines in hunt.

PACKAGE	COST	USOC	PACKAGE	COST	USOC
(a) 1 package -	NA	NA	(e) 5 packages	(\$25.00)	MDP05
(b) 2 packages	(\$4.00)	MDP02	(f) 6 packages	(\$36.00)	MDP06
(c) 3 packages	(\$9.00)	MDP03	(g) 7 packages	(\$49.00)	MDP07
(d) 4 packages	(\$16.00)	MDP04	(h) 8 or more packages	(\$64.00)	MDP08

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Shaler Houser
 Chief Executive Officer
 TriVergent Communications, Inc.
 200 North Main Street, Suite 303
 Greenville, SC 29601

4.1.3 Basic Business and Residential Local

State Communications

Feature Descriptions

FEATURE NAME	DESCRIPTION
Anonymous Call Rejection (ACR)	Blocks callers who have made their information private before calling you. This feature will route those callers to a message that tells them they have dialed correctly; however, they must unblock their information and call again.
Busy Redial Connect, Per Activation	This feature automatically comes on when you dial a busy number. A recording tells you that the number you have reached is busy; however, Busy Redial Connect will continue to dial the number for you and to accept the offer press one.
Call Block	This feature provides the customer the ability to prevent incoming calls from up to six different telephone numbers. A screening list is created by the customer either by adding the last number associated with the line (incoming or outgoing), or by pre-selecting the telephone numbers to be blocked. When a call is placed to the customer's number from a number on the screening list, the caller receives an announcement indicating that the party he is attempting to call does not wish to receive his call at this time. If the customer also subscribes to Preferred Call Forwarding and/or Call Selector and the same telephone numbers appear on those screening lists, Call Block will take precedence. This feature will not work if the incoming call is from a telephone number in a multiline hunt group unless the telephone number is the main telephone number in the hunt group, or is Telephone Number identified.
Call Forwarding Busy Line	This feature provides for calls terminating to a subscriber's busy directory number to be forwarded to another telephone on a premises other than the provisioned premises. The customer selected forward-to telephone number is preprogrammed at the time service is established and can only be changed via service order.
Call Forwarding Busy Line - Customer Control	This feature provides a customer the Call Forwarding Busy Line feature and the capability to control from the base station line the activation and deactivation of the service by using dialing codes. The destination telephone number is specified by the customer at the time this feature is ordered and can only be changed via service order.
Call Forwarding Busy Line - Multipath or Customer Control	This feature provides customers who subscribe to Call Forwarding Busy Line, Call Forwarding Don't Answer, Customer Control of Call Forwarding Busy Line, Customer Control of Call Forwarding Don't Answer, Call Forwarding Variable, or Remote Access to Call Forwarding Variable the capability to specify the number of calling paths that will be forwarded to another telephone number.
Call Forwarding Don't Answer	This feature provides for calls terminating to a subscriber's idle directory number to be forwarded, after a customer preselected interval, to another telephone number. The customer selected forward-to telephone number and specified interval are preprogrammed at the time service is established and can only be changed via service order. No Service Charge is applicable if the customer requests a ring count change within thirty days from the establishment of the feature on the subscriber's line.
Call Forwarding Don't Answer - Multipath or Customer Control	This feature provides a customer the Call Forwarding Don't Answer feature and the capability to control from the base station line the activation and deactivation of the service by using dialing codes. The destination telephone number and forwarding interval are specified by the customer at the time this feature is ordered and can only be changed via service order. No Service Charge is applicable if the customer requests a ring count change within thirty days from the establishment of the feature on the subscriber's line

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

4.1.3 Basic Business and Residential Local

State Communications

Feature Descriptions

FEATURE NAME	DESCRIPTION
Call Forwarding Don't Answer - Ring Control	This feature provides for calls incoming to a subscriber's idle directory number to be forwarded to another telephone number after a customer-controlled interval expressed in either ring cycles or seconds, depending on specific technology involved. The forwarded-to telephone number is specified at the time service is established and can only be changed via service order. Such change is subject to normal service order charges. CFDA-RC is available only where facilities permit, and provides the customer with the capability to change the interval after which forwarding occurs. Such change is made at the convenience of the customer, and is not subject to service order charges. After establishment of service, the interval cannot be changed via service order.
Call Forwarding Variable	Provides for transferring incoming calls to another telephone number by dialing a code and the telephone number of the service to which calls are to be transferred. Satisfactory transmission levels cannot be assured on calls forwarded outside the local calling area.
Call Forwarding Variable - Multipath or Remote Access	This feature provides a customer the Call Forwarding Variable feature and the capability to activate and deactivate the service remotely from any line/equipment capable of Touch-Tone signaling rather than only from the base station line. This feature does not require that a courtesy call be completed to the forward-to-telephone number.
Call Return	This feature enables a customer to place a call to the telephone number associated with the most recent call received whether or not the call was answered or the number is known. The customer can dial a code to request that the network place the call.
Call Tracing	Call Tracing enables the customer to initiate an automatic trace of the last call received. Upon activation by the customer, the network automatically sends a message to the Company's Security Department indicating the calling number, the time the trace was activated, and in some locations, the time the offending call was received. The customer using this feature would be required to contact the Annoyance Call Bureau for further action. The customer is not provided the traced number. Only calls from within the same Number ID capable area are traceable using Call Tracing. This feature will not work if the incoming call is from a telephone number in a multiline hunt group, unless the telephone number is the main telephone number in the hunt group, or is Telephone Number identified. In some locations, if the customer makes or receives another call after hanging up from the annoying call, prior to activating the trace, Call Tracing will not record the correct number.
Call Waiting	Provides the user, busy on a call, with a private signal, which alerts him to unanswered call waiting to be completed to his number. The user may, then, hold the existing call, answer the incoming call and alternately talk on both calls until one has been terminated.
Call Waiting Deluxe	This service allows a residence customer to control the treatment applied to incoming calls while the customer is off-hook on a call. Call Waiting Deluxe includes the functionality of the Call Waiting feature and provides several additional call disposition options. The customer must have a Calling Identification Delivery feature, such as Caller ID-Basic or Caller ID-Deluxe for the calling identification data of the waiting call to be provided following the Call Waiting Deluxe alerting tone. The customer must subscribe to the Call Forwarding Don't Answer feature in order to forward a waiting call to another location.
Call Waiting Deluxe w/ Conferencing Caller ID Basic	Same as above, just with conferencing This feature enables the customer to view on a display unit the Directory Number (DN) on incoming telephone calls.
Caller ID Deluxe	This feature enables the customer to view on a display unit the calling party Directory Name and Directory Number on incoming telephone calls.
Caller ID Deluxe for Multi-line Hunt	If the incoming call originates from a Multi-Line Hunt Group, the telephone number and name information transmitted will be associated with the main number in the hunt group, unless, facilities permitting, the lines within the group are TN (Telephone Number) identified.

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Shaler Houser
 Chief Executive Officer
 TriVergent Communications, Inc.
 200 North Main Street, Suite 303
 Greenville, SC 29601

4.1.3 Basic Business and Residential Local

State Communications

Feature Descriptions

FEATURE NAME

DESCRIPTION

Caller ID Deluxe w/ ACR

This feature allows customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party. When ACR is activated on the customer's line and an incoming call marked private is received, the called party's telephone will not ring. The call will be routed to an announcement and subsequently terminated. The announcement informs the calling party that the person he or she is trying to reach will not accept the call as long as the calling number is not delivered. Incoming calls are checked for acceptance or rejection by Anonymous Call Rejection regardless of the current state of the ACR customer's line (e.g., off hook or idle).

Calling # Delivery Blocking - Permanent

This feature, when established on a customer's line, enables subscribers of Non-Published Listing Service or special agencies as described in A13.19.3.A.13. of this Tariff, to prevent transmission of their Directory Number and/or Directory Name to subscribers of Number ID" service features such as Caller ID, on all outgoing calls placed from the customer's line. Calling Number Delivery Blocking - Permanent is established and/or removed from the customer's line via a service order. If the preassigned access code for Calling Number Delivery Unblocking is dialed on a line that is provisioned with Calling Number Delivery Blocking - Permanent, the calling number and/or name will be delivered. Calling Number Delivery Blocking does not prevent transmission of the calling party number on services such as E911 that utilize Automatic Number Identification (ANI) for delivery of the calling number.

Calling # Delivery Blocking - Permanent
(Non-published / non-listed)

This feature, when established on a customer's line, enables subscribers of Non-Published Listing Service or special agencies as described in A13.19.3.A.13. of this Tariff, to prevent transmission of their Directory Number and/or Directory Name to subscribers of Number ID" service features such as Caller ID, on all outgoing calls placed from the customer's line. Calling Number Delivery Blocking - Permanent is established and/or removed from the customer's line via a service order. If the preassigned access code for Calling Number Delivery Unblocking is dialed on a line that is provisioned with Calling Number Delivery Blocking - Permanent, the calling number and/or name will be delivered. Calling Number Delivery Blocking does not prevent transmission of the calling party number on services such as E911 that utilize Automatic Number Identification (ANI) for delivery of the calling number.

Customized Code Restriction Option 1

RESTRICTS CALLS TO: 0, 10XXX+0, 00, 0+, 10XXX+0+, 1+, 10XXX+1+, 1+555-1212, 1+NPA+555-1212, 411, 1+411, 0+411, 1+900, 976, 1+976, 011+, 01, 500 SERVICE

Customized Code Restriction Option 2

RESTRICTS CALLS TO 976 SERVICE, 1+976, 0, 10XXX+0, 00, 0+, 10XXX+0+, 01

Customized Code Restriction Option 3

RESTRICTS CALLS TO 0, 10XXX+0, 00, 0+, 10XXX+0+, 1+, 10XXX+1+, 1+555-1212, 1+NPA+555-1212, 1+900, 011+, 01+

Customized Code Restriction Option 4

RESTRICTS CALLS TO 976 SERVICE, 1+976, 1+900, 0+900

Customized Code Restriction Option 6

RESTRICTS CALLS TO N11 SERVICE, 1+900, 0+900, 976, 1+976

Directory Assistance Courtesy
Competition

This service will complete the call to the number for which the caller was inquiring

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

4.1.3 Basic Business and Residential Local

State Communications

Feature Descriptions

FEATURE NAME	DESCRIPTION
Flexible Call Forwarding	Flexible Call Forwarding (FCF) and Flexible Call Forwarding - Plus (FCF-Plus) provide customer control for call forwarding capabilities via dial-accessed voice prompt menus. (The Company will provide an Administrative telephone number for such access.) Access to these menus is available from the telephone service on which the FCF feature is provided (the base station), and also from telephone services separate from that base station service. Access from these "separate" services requires a customer-determined password (or PIN). The menus provide access to the following capabilities: 1. Flexible Call Forwarding. Forwarding- Allows the customer to specify a telephone number to which calls incoming to the base station service will be transferred. Most such use is a "Forward There" application. When the menu is accessed from a separate service, a "Forward Here" feature can be utilized under certain conditions. Speed Forwarding- Allows the customer to set up codes (#1-8) for abbreviated dialing of the telephone n
Flexible Call Forwarding - Plus	In addition to the above: Flexible Call Forwarding * Plus. FCF-Plus includes an additional (or "dial around") telephone number and listing, distinctive ringing and all the capabilities of the basic FCF service on the primary number. The optional feature Audio Calling Name (ACN) is also available on the primary number. FCF-Plus allows certain calls to be received at the base station even while forwarding is activated on the primary number. FCF-Plus is available to residential customers only.
Flexible Call Forwarding - Plus (Audio Calling Name)	
Flexible Call Forwarding (Audio Calling Name)	
Inside Wire Maintenance	Inside Wire is all telecommunications wire and associated material that is located on the customer's side of the network interface, on the same premises. This service will cause for State Communications to be responsible for the aforementioned products.
Message Waiting Indicator - Audible	Message Waiting Indication * Audible, is a feature that enables end users to receive Message Waiting Indication on their lines.
Message Waiting Indicator - Audible/Visual	Message Waiting Indication - Audible/Visual, is a feature that enables end users to receive audible and visual indication that a message is waiting.
My Call Service 1 & 2	My Call service will enable a subscriber to have up to three telephone numbers associated with a single line. Customers subscribing to this service will be able to receive calls dialed to two or three separate telephone numbers without having a second or third line. A distinctive ringing pattern will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. A distinctive Call Waiting tone for each additional telephone number will be provided, where facilities permit, to customers subscribing to Call Waiting service. My Call service is offered in the following format. My Call service 1 consists of one additional telephone number associated with a single line. My Call service 2 consists of two additional telephone numbers associated with a single line.
Preference Call	Call Selector provides a distinctive ringing pattern to the subscribing customer for up to six specific telephone numbers.
Preferred Call Forwarding	Preferred Call Forwarding allows the customer to transfer selected calls to another telephone number. A screening list of up to six numbers is created by the customer and placed in the network memory via an interactive dialing sequence. Subsequently, calls are forwarded to the Call Forwarding telephone number only if the calling number can be obtained and is found to match a number on the screening list.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

4.1.3 Basic Business and Residential Local

State Communications

Feature Descriptions

FEATURE NAME	DESCRIPTION
Remote Access Call Forwarding Variable	Same as Call Forwarding Variable, except that the features can be accessed from a remote site. The customer does not have to be on the actual line being forwarded.
Repeat Dialing	Grouping Service is a combination of two or more residence or business lines or trunks connected to the central office so that incoming calls overflow to the next available line or trunk if that line is busy
Speed Calling 30	Provides for the calling of a 7 or 10 digit telephone number by dialing an abbreviated code.
Speed Calling 8	Provides for the calling of a 7 or 10-digit telephone number by dialing an abbreviated code.
Three Way Calling	Permits an existing call to be held, and by dialing, a second telephone call can be established and added to the connection. Two toll points may be connected on a three-way Calling. Normal transmission performance cannot be assured on all calls.
Three Way Calling with Transfer	This feature allows a user to hold an in-progress call and complete a second call while maintaining privacy from the first call, or to add on the previously held call for a three-way conference. Incoming calls may be transferred to another access arrangement on an inter- or intra-switch basis. Where the subscriber originates both legs of a three-way call, those legs will remain bridged together when the subscriber goes on hook when at least one of the legs is an intra-switch call. Where the subscriber originates two inter-switch legs of a three-way call, both legs remain bridged when the subscriber goes on hook where the serving switch is not a 5ESS switch. For such calls in a 5ESS switch, both inter-switch legs are disconnected when the subscriber goes on hook. This feature shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part of message charges, toll or otherwise, that would regularly be applicable between the stations bridged together by
Verification & Interruption of Busy	Verification Service provides operator assistance in determining if a called line is in use. Interruption Service provides for operator interruption of a conversation in progress on a called line. The customer may request these services for a charge, where facilities are available, by calling the "O" Operator.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

4.1.3 Basic Business and Residential Local

State Communications Business Option P

Option 1 Flat rated plan which allows for unlimited calling within the LATA (includes a usage allowance of 120 hours/7200 minutes)

Monthly Rate and per
Minute of Use USOC-

	State	USOC
Each line	\$ 60.80	BT1
Each Minute of use above 120 hours (7,200 minutes)	\$ 0.05	

Option 2 Combination rated plan which provides for unlimited usage within the basic service area for a flat monthly charge, and a Single rate for each minute of use for all other calling within the LATA.

Monthly Rate and per Minute of Use USOC-

	State	USOC
Each line	\$ 42.47	BT2
Each Minute of use outside the Basic Service Area	\$ 0.12	

*Touch-Tone service is included in State Communications Business Option P

*Usage billed in full-minute increments

State Communications Business Option C Package

Option 1

Flat rated plan which allows for unlimited calling within the LATA (includes a usage allowance of 120 hours/7200 minutes), plus also provides the subscriber with up to five compatible services and features from the below list. The calling features chosen.

	Monthly Rate and per Minute of Use USOC-	State	USOC
Each line		\$ 74.05	BC1
	Each Minute of use above 120 hours (7,200 minutes)	\$ 0.05	

*Touch-Tone service is included in State Communications Business Option C Package.

*Usage billed in full-minute increments.

Option 2

Combination rated plan, which provides for unlimited usage within the basic service area for a flat monthly charge, and a single rate for each minute of use for all other calling within the LATA. This also provides the subscriber with up to five compatible

Monthly Rate and per Minute of Use USOC-	State	USOC
Each line		
Each Minute of use outside the Basic Service Area		

*Usage billed in full-minute increments.

\$ 55.05	BC2
\$ 0.12	

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
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Calling Features for State Communications Business Option C and Option P

Calling Features	USOC	CHARGES
Call Forward Busy Line	GCE	3.09
Call Forward Don't Answer	GCJ	3.09
Call Forward Don't Answer Ring Control	GCJRC	3.09
Call Forward Variable	ESM	3.56
Flexible Call Forwarding	FCS	8.55
Call Waiting	ESX	3.71
Speed Calling 8	ESL	3.04
Speed Calling 30	ESF	4.51
Three Way Calling	ESC	3.56
Message Waiting Indicator - Audible	MWW	0.48
Message Waiting Indicator - Visual	MWWAV	0.48
Call Return	NSS	4.28
Call Block	NSY	4.28
Call Tracing	NST	4.75
Repeat Dialing	NSQ	4.28
Preference Call	NSK	3.33
Preferred Call Forwarding	NCE	3.33
My Call I	DRS	6.65
My Call II	DRS1X	9.50
Remote Access Call Forwarding	GCZ	7.36
Three Way Calling with Transfer	ESCWT	

When more than five calling features are subscribed to in one State Communications Business Option C Package, five calling features are applied to the State Communications Business Option C Package limits. The remaining calling features may be eligible for the

# of Features	Costs	USOC	# of Features	Costs	USOC	# of Features
2	(\$0.75)	MFD2X	11	(\$20.25)	MFD11	20
3	(\$2.25)	MFD3X	12	(\$22.50)	MFD12	
4	(\$4.50)	MFD4X	13	(\$24.75)	MFD13	
5	(\$6.75)	MFD5X	14	(\$27.00)	MFD14	
6	(\$9.00)	MFD6X	15	(\$29.25)	MFD15	
7	(\$11.25)	NFD7X	16	(\$31.50)	MFD16	
8	(\$13.50)	MFD8X	17	(\$33.75)	MFD17	
9	(\$15.75)	MFD9X	18	(\$36.00)	MFD18	
10	(\$18.00)	MFD1A	19	(\$38.25)	MFD19	

TRIVERGENT COMMUNICATIONS, INC.

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4.1.3 Basic Business and Residential Local

Call Features for State Communications Business Option C and Option P Customers

The Multi-Package Discount Plan provides eligible State Communications Business Option C Package customers reduced monthly package rates based upon the number of State Communications Business Option C Packages Subscribed to. Eligibility for the discounts is

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Chief Executive Officer
TriVergent Communications, Inc.
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Greenville, SC 29601

1. A minimum purchase of two State Communications Business Option C Packages is required.
2. The State Communications Business Option C Packages must be provisioned to a single customer at a single location.
3. Only the lines at the customer location that are in a hunting arrangement are eligible. The number of Discount Eligible Packages equal the number of lines in hunt.

PACKAGE	COST	USOC	PACKAGE	COST	USOC
(a) 1 package -	NA	NA	(e) 5 packages	(\$25.00)	MDP05
(b) 2 packages	(\$4.00)	MDP02	(f) 6 packages	(\$36.00)	MDP06
(c) 3 packages	(\$9.00)	MDP03	(g) 7 packages	(\$49.00)	MDP07
(d) 4 packages	(\$16.00)	MDP04	(h) 8 or more packages	(\$64.00)	MDP08

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 4 - RATES AND CHARGES (Cont'd)4.2 Service Charges (Cont'd)4.2.3 Telephone Number Change ChargeNonrecurring Charge

- A) Telephone Number Change at Customer's Request
- | | | |
|-----|--|---------|
| i) | Second Service Ordering Charge, per Customer request | \$33.25 |
| ii) | Per telephone number changed | \$11.40 |

Local Number Portability

Local Number Portability is the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. LNP is mandated in Section 251 (b) (2) of the Telecommunications Act of 1996 (Act), and the Federal Communications Commission's (FCC) Orders in CC Docket 95-116 (Telephone Number Portability).

Recurring Monthly Charge \$.39 per line

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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 4 - RATES AND CHARGES (Cont'd)4.2 Service Charges (Cont'd)

4.2.3.1 Secondary Service Charge Application

- A. The Secondary Service Charge will not apply if a Line Connection Charge or Line Change Charge is applicable.
- B. The Secondary Service Charge Applies for adding or rearranging:

1. Custom Calling Service
2. Rotary Service
3. Specialize calling Features
4. Custom Code Restriction
5. Customer requested directory Listing Changes, except where excluded in this tariff.
6. Remote Call Forwarding
7. Other features or services for which the Line Connection Charge and Line Change Charge are not applicable

Secondary Service Charge Exceptions

A. Service Charges do not apply for:

1. Changing the primary listing of a residence customer to the name of the remaining spouse in the event of death or divorce of the spouse currently listed.
2. Changes from one Flat, measured or message rate basic local service to another
3. Converting existing service to Lifeline.
4. The move from a premises which has been destroyed or made untenable by a disaster such as a hurricane, tornado, fire, flood, etc. when equivalent service is established, to the new/temporary location of for the move back into the original location.
5. Changing telephone numbers when in the judgement of the Company such charges are necessary for continuation of satisfactory service.
6. Request for partial or full disconnection.
7. Upgrades from State Back Up Line service to Business individual Line service.

Secondary Service Charge

Applies per customer request (a)	Residence	Business
	20.00	24.00

*State customer's will receive 5% off the above rate.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 4 - RATES AND CHARGES (Cont'd)4.2 Service Charges (Cont'd)4.2.4 Restoration Charge

A) Temporary Suspension at Customer's Request

Nonrecurring Charge

Secondary Service Ordering Charge, per Customer request	\$34.25
Charge per Telephone Number Restored	\$34.25

B) Nonpayment

In the event service is temporarily interrupted for nonpayment, such service will be restored upon payment of charges due or, at the discretion of the Company, a substantial portion thereof, and in addition, charges as specified following will be applicable to restore such services.

Secondary Service Ordering Charge, per request	\$34.25
Charge per Telephone Number Restored	\$34.25

C) During any period of suspension, one-half the regular monthly rate paid before any suspension applies.

4.2.5 Telephone Company Transfer Charge \$17.83

This fee is charged when a customer switched from another local service provider to State Communication, Inc.

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 4 - RATES AND CHARGES (Cont'd)

4.3 Central Office Non-Transport Service Offerings

4.3.1 Direct Inward Dialing Service (DID)

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Section 4 - RATES AND CHARGES (Cont'd)

4.3 Central Office Non-Transport Service Offerings (Cont'd)

4.3.2 Identified Outward Dialing (IOD) from Customer Premises Located Switching Systems

A) Central Office Equipment - Identified Outward Dialing for:

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Shaler Houser
Chief Executive Officer
TriVergent Communications, Inc.
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Section 4 - RATES AND CHARGES (Cont'd)4.4 Custom Calling Services4.4.1 Residence - Individual Features

		<u>Monthly Rate</u>
1)	Call Forwarding Variable	\$2.61
2)	Three Way Calling	\$2.61
3)	Call Waiting	\$2.85
4)	Speed Calling (8-code)	\$2.09
5)	Speed Calling (30-code)	\$3.56
6)	Call Forwarding Busy Line	\$.95
7)	Call Forwarding Don't Answer	\$.95
8)	Remote Access-Call forwarding variable	\$5.46
9)	Customer control of call forwarding	\$2.85
10)	Customer control of call forwarding don't answer	\$2.85
11)	Call forwarding busy line multiple simultaneous calls	\$1.90
12)	Call forwarding don't answer multiple calls	\$1.90
13)	Call forwarding variable multiple simultaneous calls	\$2.85
14)	Call waiting deluxe	\$5.70
15)	Auto Call Back	\$3.99
16)	Repeat Dialing	\$3.99
17)	Call Screening	\$1.90
18)	Caller-ID	\$6.65
19)	Three-way Calling	\$2.99

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Section 4 - RATES AND CHARGES (Cont'd)

4.4 Custom Calling Services (Cont'd)

4.4.2 Business/Business PBX - Individual Features

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Section 4 - RATES AND CHARGES (Cont'd)4.4 Custom Calling Services (Cont'd)4.4.3 Per Call Three Way Service

A) Per activation, and completion
of second leg of 3-way call \$0.71

4.5 Operator Assisted Local Calls

The following service charges for operator-assisted local calls apply in addition to the local dial rate applicable:

Station-to-Station operator-assisted charges:

Each (non-recurring charge):

Collect \$1.37

Person-to-Person operator-assisted local call:

Each (non-recurring charge): \$4.40

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Section 4 - RATES AND CHARGES (Cont'd)

4.5 Operator Assisted Local Calls (Cont'd)

The following operator-assisted local calls are exempted from the service charge:

- Calls to designated Company numbers for official telephone business
- Emergency calls to recognizable authorized civil agencies
- Those cases where a Company operator provides assistance to re-establish a call which has been interrupted after the calling number has been reached, reach the calling number where facility problems prevent customer dial completion, and/or place a non-coin, sent paid call for a calling party who identifies himself as being handicapped and unable to dial the call because of said handicap.

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Section 4 - RATES AND CHARGES (Cont'd)4.6 Verification and Emergency Interrupt Service4.6.1 Application of Rates and Charges:

No charge will apply if the requesting customer identifies that the call is to or from an official public emergency agency. An official public emergency agency is defined as a government agency which is operated by the Federal, State or local government, and has the capability and legal authority to provide prompt and direct aid to the public in emergency situation. Such agencies include the local police, State police, fire department, etc.

Charges may not be billed on a collect basis or on a third number basis to the number being verified or interrupted.

If the number verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the charges for Operator Assisted Local Calls as defined in Section 5.4 of this tariff apply in addition to the applicable verification and emergency interrupt charges.

	<u>Non-recurring Charge</u>
Verification request, Each:	\$ 1.08
Emergency Interrupt request, Each:	\$ 1.60

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Section 4 - RATES AND CHARGES (Cont'd)4.7 Local Usage Detail

Local usage detail (LUD) is an option for customers who desire a printed listing of local call details in lieu of the usual summary billing of all dialed, sent-paid, billed local usage.

The provision of LUD will coincide with the billing period(s) for the access lines to receive detailed billing, i.e. the reporting of local call details will start at the beginning of a billing period and stop at the end of a billing period. For existing customers, LUD should be ordered at least five days prior to the billing date to ensure the timely start or stop of detailed reporting. However, if LUD is requested on an order which establishes service, detailed reporting will start coincident with establishment of the service.

LUD will be provided on a per account basis.

Per monthly printed listing of local callsCharge

Per bill monthly	\$9.50/Bill Monthly
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When an order is issued solely to initiate LUD, a Record Order charge applies. Otherwise, normal service order charges apply.

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TriVergent Communications, Inc.
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Greenville, SC 29601

Section 5 - DESCRIPTION OF SERVICES (Cont'd)

5.8 Custom Calling Services

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Chief Executive Officer
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Section 6 - MISCELLANEOUS SERVICES6.1 Custom Number Service6.1.1 General

Custom Number Service allows business and residence customers to select a specific telephone number, or request one that is easy to remember because of repeating digits or another numerical pattern preference. The Company will verify the availability of the requested number and, when feasible, assign the number. When the initial number requested is not available, customers may request, in order of preference, other specific telephone numbers.

Custom Number Service is applicable to telephone numbers associated with all Exchange Services.

6.1.2 Regulations

Custom Number Service is furnished subject to the availability of facilities and the requirements of local exchange service as defined by the Company.

Number selection will be permitted on the last 4-5 digits of the telephone number from the customer's serving central office. When Custom Number Service is furnished with Foreign Central Office Service and Foreign Exchange Service, the appropriate channel charges also apply.

The Company reserves all rights to the Custom Number Service telephone number which is assigned to the customer, in accordance with General Regulations specified in Section 2 of this Tariff.

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Section 6 - MISCELLANEOUS SERVICES (Cont'd.)6.1 Custom Number Service (Cont'd.)6.1.2 Regulations (Cont'd.)

The Company records, including directory services, will be maintained in numeric format only.

The Company will not be responsible for the manner in which Custom Numbers are used for marketing, advertising and other purposes by the customer.

Charges for Custom Number Service are in addition to any charges applicable to the service with which it is associated.

Charges apply when a Custom Number Service telephone number is assigned. Charges are not applicable when the customer's number assignment preference cannot be met and an assignment from the Company's normal assignment process is made.

6.1.3 Rates and Charges

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Section 6 - MISCELLANEOUS SERVICES (Cont'd.)

6.2 Directory Listings

Directory Listing Rates:	Monthly Rate for Each Line	
Non-Published Listings	\$2.50	NPU
Non-Listed Listings	\$1.30	NLT
Additional Listing (Business)	\$1.80	CLT
800 Service	\$1.80	SZS
Additional Listing Residential	\$1.20	RLT
Miscellaneous Listing		
Residential	\$1.80	FNA
Business	\$1.80	NAB
Cross Reference Listing		
Business	\$1.80	LLT
Residential	\$1.20	LRT
Dual Name Listing	See Additional Listing.	
Foreign Listing		
Business	\$1.80	FAL
Residence	\$1.20	FRW
Foreign Cross Reference Listing		
Business	\$1.80	FALCX
Residence	\$1.20	FRWCX
Foreign Alternate Listing		
Business	\$1.80	FALSX
Residence	\$1.20	FRWSX
Foreign Special Text		
Business	\$1.80	FALTX
Special Text Listing	\$1.80	XLL
Titles and Suffixes		
Residence (in excess of one)	\$1.20	XLDRX
Business	\$1.80	XLDCX
Designer Listings		
A) Designer Bold	\$2.00	LBB
B) Designer Bold Plus	\$3.00	LBBAB
C) Designer Script	\$2.00	SF8
D) Designer Script Plus	\$3.00	DLMDX
E) Designer Line Standard	\$3.00	XTL
F) Designer Line Bold	\$4.00	DMEX
G) Designer Line Script	\$4.00	DLMFX

All TriVergent Communications, Inc. Customers will received 5% off the above referenced rates, unless otherwise indicated.

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Section 7 - PROMOTIONAL OFFERINGS

7.1 General

The Company may from time to time engage in special promotional offerings or offer discounts based on volume or contract terms. The promotion may offer services at a reduced recurring and/or non-recurring rate or offer the services free under terms specified in the promotion. Customers shall be given appropriate notice of any such offerings. Term contract discounts will also be made available to Customers.

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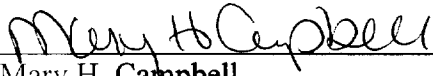
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Chief Executive Officer
TriVergent Communications, Inc.
200 North Main Street, Suite 303
Greenville, SC 29601

Certificate of Service

I, Mary Campbell, Regulatory Manager of TriVergent Communications, Inc. do hereby certify that notice of our Application has been served on the (18) incumbent local exchange telephone companies in Tennessee.

This the 15 day of December 1999.



Mary H. Campbell
Regulatory Manager

Financial

Provide details of the funding for proposed network. See attached.

Provide information regarding State Communications, Inc. See attached.

Provide information specifically regarding the equipment and where it will be deployed and the cost. See attached.

Provide information regarding reciprocal termination. TriVergent does not anticipate any ISP termination as it is building the local switches for ADSL use for residents and businesses. If this should change in the future we will advise the commission.

TriVergent Communications, Inc.

I. Details of the funding for the proposed network:

The network will be funded by a combination of a Senior Debt Facility and Equity from several different banks. We are raising approximately \$50,000,000 in equity, which will close by the end of the year. We will have a \$120,000,000 Senior Debt Facility which will close by the end of January 2000.

TriVergent Communications, Inc.

II. Information regarding equipment and where it will be deployed:

All of the equipment will be telecommunication switching equipment. It will be deployed in three cities over the next two years. The capital needs for each city will be approximately \$15,000,000. The locations for the cities are attached.

NASHVILLE `TN	NSVLTNMT	7009	2711 185 2ND AV N	37201
NASHVILLE `TN	NSVLTNCH	7020	2696 409 ELYSIAN FLD RD	37211
NASHVILLE `TN	MRBOTNMA	7037	2618 116 S CANNON ST	37130
NASHVILLE `TN	NSVLTNST	7019	2714 3203 HILLSIDE DR	37212
NASHVILLE `TN	NSVLTNDO	7000	2697 158 MCGAVOCK PIKE	37214
NASHVILLE `TN	NSVLTNBW	7037	2705 102 HIGH LEA DR	37027
NASHVILLE `TN	NSVLTNMC	6986	2711 209 WOODRUFF ST	37115
NASHVILLE `TN	HDVLTNMA	6970	2701 121 WALTON FERRY RD	37075
NASHVILLE `TN	NSVLTNUN	7014	2714 2224 ELLISTON PL	37203
NASHVILLE `TN	NSVLTNWM	7027	2725 904 DAVIDSON DR	37205
NASHVILLE `TN	NSVLTNBV	7041	2728 907 TODD PREIS DR.	37221
NASHVILLE `TN	SMYRTNMA	7023	2653 104 DIVISION ST.	37167
NASHVILLE `TN	GDVLTNMA	6973	2718 100 N. MAIN	37072

468	MEMPHIS	TN	MMPHTNOA	3705 OUTLAND RD	38118
468	MEMPHIS	TN	MMPHTNBA	5530 STAGE RD	38128
468	MEMPHIS	TN	MMPHTNSL	4230 FARONIA RD.	38116
468	MEMPHIS	TN	MMPHTNEL	4960 BLACK RD	38117
468	MEMPHIS	TN	MMPHTNGT	2101 S. GERMANTOWN RD	38138
468	MEMPHIS	TN	MMPHTNCT	105 S HOLMES ST	38111
468	MEMPHIS	TN	MMPHTNMT	1430 MADISON AVE	38104
468	MEMPHIS	TN	MMPHTNMA	231 COURT AVE	38110
468	MEMPHIS	TN	MMPHTNST	1389 S. LAUDERDALE St.	38106
468	MEMPHIS	TN	MMPHTNFR	1531 DELWOOD AV	38127
468	MEMPHIS	TN	MMPHTNWW	4787 WEAVER	38119
468	MEMPHIS	TN	MMPHTNCK	3106 BARRON Ave.	38111
468	MEMPHIS	TN	CRVLTNMA	105 WALNUT ST	38017